



Formal Agenda
Bainville Town Council Special Meeting
Bainville Town Hall
211 Clark Avenue East
Monday, May 23, 2022 at 7:00 PM

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call—Establish a quorum**

___ Mayor, Toby Romo	___ Councilman, Nick Tester
___ Councilman, Matt Giese	___ Councilwoman, Carol Rasmussen
- IV. Approve Agenda**
- V. Approve Minutes from May 9, 2022 Regular meeting.**
- VI. Public Comments or Formal Complaints on items not on agenda.**
- VII. Public hearing**
Resolution— Adopt a resolution providing an amendment of the Fiscal Year 2019-2020 budget to acknowledge unanticipated revenues and amend expenditures exceeding the original appropriations.
- VIII. New Business**
 - A. Building Permit Application review/approval.
 - Zach Dear—Shed at 202 Rhea Avenue West
- IX. Adjourn**

****Next meeting will tentatively be Monday, June 13, 2022 at 7:00 PM****

Regular Meeting Minutes of May 9, 2022
Bainville Town Council

The Regular meeting of the Bainville Town Council was called to order at 7:00 p.m. by Mayor Toby Romo at the Bainville Town Hall, 211 Clark Avenue East. Present were: Matt Giese, Carol Rasmussen, Toby Romo and Nick Tester (via Telephone). A **quorum** was established. Also present were Clerk, Nikki Rogers; City Attorney, Greg Hennessey; and Public Works Director, Lyle Lambert was absent. Guests included: Bernadine Popp, Diane Panasuk, Darrel Rasmussen, David Norton, Dennis Doyle, Cora Norton, Ron Butikofer, Benjie Butikofer, Jackie Dear, Zachary Dear, Jess Malkuch, Patti Malkuch, Lane Vannatta, Mrs. Kari Glas, Chuck Hyatt, Kirk Panasuk (via Zoom), Jo Bingham (via phone).

Carol Rasmussen moved to approve the agenda as submitted. Matt Giese seconded the motion. All voted in favor and motion carried.

Carol Rasmussen moved to approve the minutes dated March 14, 2022 as submitted. Matt Giese seconded the motion. All voted in favor and motion carried.

Matt Giese moved to approve the minutes dated April 11, 2022 as submitted. Carol Rasmussen seconded the motion. All voted in favor and motion carried.

Treasurer's Report:

- Approve claims with checks dated May 9, 2022 amount of \$16,340.38.

Claim 5924 and 5935—Carol Rasmussen asked about Ecolab claim. Clerk Rogers stated the 1600.00 paid last month was for the gopher problem at the lagoon. The monthly rodent program is for the shop and the office for the mouse problem in the amount of \$120.00. Mrs. Rasmussen asked if there are any other options for rodent problems.

Claim 5928 and 5930—Carol Rasmussen asked about the Hennessy bills. Claim 5930 in the amount of \$600.00 is for Mr. Hennessy's work on the Johnston/MacBain issue. Claim 5928 in the amount of \$150.00 was legal matters as Clerk Rogers contacted Mr. Hennessy about the legality of a council member having access to Black Mountain Software Utility Billing. Mayor Romo asked Clerk Rogers to notify him and go through the chain of command if she intends to contact the lawyer to limit the bills.

Mayor Romo felt since the FY2018 audit findings 2018-003(3) under recommendations from the auditor: Assigning another employee/councilmember to review each deposit support and physically make the deposit at the bank. Mrs. Rasmussen volunteered to help out. She also mentioned in the under the Powers of the Mayor in Town Code 2.06.030(M) To require of any of the officers of the town an exhibit of their books and papers. Clerk Rogers reiterated that she has no problem with the public records aspect of the request, but this is actually "access" to the Black Mountain System Utility Billing. No other city or town in Montana gives "access" to their Mayor and/or Council. If they are wanting to see the books, they come in and sit down with their clerk.

Claim 5937 and 5938—Carol Rasmussen asked why the town is paying for the wiring in Boiler shut down at the Fire hall. Matt Giese stated the town pays for a portion of the bills in lieu of housing the town vehicles. Clerk Rogers stated general fund has a budget for the Fire Department.

Claim 5912—Carol Rasmussen asked about the Oasis Petroleum payment. Clerk Rogers stated it is a monthly payment on the oil well. Matt Giese stated the town is part owner of the oil well outside of town and the town pays for part of the production.

Matt Giese moved to approve claims with checks dated May 9, 2022 amount of \$16,340.38. Carol Rasmussen seconded the motion. All voted in favor and motion carried.

- Approve JV, UB Vouchers, Payroll slips in the amount of \$9,023.49

Carol Rasmussen moved to approve JV, UB Vouchers, Payroll slips in the amount of \$9,023.49. Matt Giese seconded the motion. All voted in favor and motion carried.

- Monthly bank reconciliation report—None
- Cash balances in our 12 Funds—None
- YTD Expense in our 12 Funds—None
- Receipts from UB for April 2022. Delinquent accounts.

Mayor and Council reviewed the accounts receivable summary for the April. Clerk Rogers stated the delinquent account past due balance is \$47,651.98 with Dakotaland being in the amount of \$39,254.56.

- Approve mayor and president of council to sign May payroll checks.

Carol Rasmussen moved to approve the Mayor and President of the Council to sign May payroll checks. Nick Tester seconded the motion. All voted in favor and motion carried.

Public Comment

Ron Butikofer stated he has a problem. Someone has cut the expensive dog shock collars off of his dog's necks on his property. He asked everyone to pay attention to their animals and property.

Cora Norton stated there is a dog problem in the town. She had 3 dogs go through her yard and killed some of her chickens in her presence. The owner of 2 of the 3 dogs came over and apologized to Mrs. Norton. The third dog has not been identified.

Patti Malkuch asked about the animal ordinance because they don't have animals and she finds animal waste in her yard all the time. She mentioned it is not fair to those who don't have animals to clean up after someone else's animals.

Mayor Romo asked in the meantime, get a picture of the at-large animal and send it in.

Public Works/ Fire Chief Report

Chief Lambert was absent. Mayor Romo updated the council on the following:

- Update on Plan for Town fire protection.
- Review plans from Interstate Engineering for water main replacement.—No new information.
- Update on Gracie's Bar & Casino sewer line installation.

Gracie's Sewer line has been installed and is completed. They may be working on removing the old system. He explained Agri had to put in a back flow preventer that was not on the original plans. Agri asked the Town if they could help with the cost. After consulting with Mr. Lambert, Mayor Romo told them to work out the cost between the original installer and the new installer.

- Free Water Audit by MAPS is scheduled. Josh will be here May 23, 2pm at Town Hall. Mayor Romo reported Josh from Midwest Assistance Program will be here to do a water audit. Matt Geise asked what they will be looking for in the audit. Mayor Romo replied they will look at any possible leaks and the infrastructure of the water system.

Roosevelt County Sheriff's Report—None

No citations

Nick Tester reported he is putting together a meet and greet with candidates for Sheriff. He expressed the meet and greet will not be related to the Council and will put it on voluntarily by himself.

Local Emergency Planning Committee—No Update

Sewer Impact Fee Committee

Carol Rasmussen stated there will be another Sewer Impact Fee Committee meeting on Monday May 16, 2022.

Old Business

- A. Dakota Land Home on the property transfer. No correspondence. Need to correct amount that was assessed to their taxes.

Mayor Romo asked Clerk Rogers to look into the amount that was assessed to their taxes. The correct total amount should be \$32,884.96.

- B. MMIA corresponded with more options and information on Community Service & Volunteer Insurance options.

Mayor Romo stated he spoke with Montana Municipal Interlocal Agency (MMIA) and there are four options for volunteers: the Casual Volunteer, Regular Volunteer, Consistent Volunteer and Employee coverage. Casual Volunteers are those individuals who volunteer for a special activity sponsored by the city at a rate determined by the number of volunteers per event. Consistent Volunteer is an individual who volunteers in excess of 15 hours per month at the rate of 100.00 per month. Regular Volunteers are those individuals who volunteer between 1 and 15 hours per month at a rate of 50.00 per month.

- C. Update on Liability Insurance coverage and Property & Auto Insurance coverage with Seitz Ins.

Mayor Romo indicated Seitz Insurance covers buildings, equipment, and vehicles. While Montana Municipal Interlocal Authority (MMIA) covers Workers Comp and Liability.

- D. Update on permit from MT DOT for Path project to the Welcome Stop.

Mayor Romo gave an update as he spoke with Keith Bithell from MDT Glendive. If the town wants to put in a tree with in the 100 foot right of way, then you will need curb and gutter.

New Business

- A. Appoint a committee on Police & Public Safety. **See Town Code 2.04.020 & 2.04.040**

Mayor Romo appointed Nick Tester, Chuck Hyatt, Deputy Joe Moore to the Police & Public Safety Committee.

Carol Rasmussen moved to approve the appointment of Nick Tester, Chuck Hyatt, Deputy Joe Moore to the Police & Public Safety Committee. Matt Giese seconded the motion. All voted in favor and motion carried.

- B. Appoint a committee on Sewer & Water.

Mayor Romo appointed Lyle Lambert, Mayor Romo, and Ernie Bingham to the Sewer and Water Committee.

Carol Rasmussen moved to approve the appointment of Lyle Lambert, Mayor Romo, and Ernie Bingham to the Sewer and Water Committee. Matt Giese seconded the motion. All voted in favor and motion carried.

C. Appoint a committee on Streets.

Mayor Romo appointed Nick Tester, Russ Bowker, and Mayor Romo to the Street Committee.

Matt Giese moved to approve the appointment of Nick Tester, Russ Bowker, and Mayor Romo to the Street Committee. Carol Rasmussen seconded the motion. All voted in favor and motion carried.

D. Appoint a committee on Fire.

Mayor Romo appointed Matt Giese, David Norton, and Will Rathbun to the Fire Committee.

Carol Rasmussen moved to approve the appointment of Matt Giese, David Norton, and Will Rathbun to the Fire Committee. Nick Tester seconded the motion. All voted in favor and motion carried.

E. Appoint a committee on Community Development.

Mayor Romo appointed Carol Rasmussen, John Gilligan, and Diane Panasuk to the Community Development Committee.

Matt Giese moved to approve the appointment of Carol Rasmussen, John Gilligan, and Diane Panasuk to the Community Development Committee. Nick Tester seconded the motion. All voted in favor and motion carried.

F. Appoint a City Attorney. (Open letters from RFQ)

Mayor and Council reviewed the letters from Hennessy Law Firm and Laura Christofferson, Attorney. Hennessy Law Firm is \$300.00 per hour and will retain the County Attorney to handle the criminal cases. Laura Christofferson is \$275.00 per hour, \$125.00 per hour, and will retain the County Attorney to handle the criminal cases. Mayor Romo would like to appoint Laura Christofferson as the Town Attorney. Matt Giese moved to approve hiring Laura Christofferson as the Town Attorney. Carol Rasmussen seconded the motion. All voted in favor and motion carried.

G. Review quotes for gravel to be installed in alley by high school track.

Mayor Romo reviewed the two gravel quotes for the platted alley between 6th and 7th Avenue East and Tubman and Evans Street. Ernie Bingham is developing the alley so he has some access to the property he recently bought. Mayor Romo said according to policy the cost to put in access to their property goes to the developer. Dave Winn Trucking bid is \$1,599.00 and Teraflex Group bid is 42,233.33. Matt Giese would like to wait on putting gravel in the alley way until the existing list has been reviewed.

H. Policy Review for Campers hooked up at private residences.

Mayor Romo reported he has been approached by many about parking campers in town for the All School Reunion and Heritage America Celebration. Clerk Rogers emailed some information regarding parking campers in the town to Mayor Romo. Matt Giese mentioned having a permit for X number of days at the consent of the council. A variance had been granted to the school by prior councils for parking a camper on their property for HVAC workers working at the school

during the summer. Mayor Romo suggested the Sewer and Water committee could take a look at the legalities for parking RV's.

I. Financial Report from the Mayor.

- a. Delinquent Annual Budgets for FY20 must be turned into the state by June or the state will have no option but to take the \$55,000 in state entitlement funds from the 2023 Budget.
- b. **Resolution**—Adopt a resolution providing an amendment of the Fiscal Year 2019-2020 budget to acknowledge unanticipated revenues and amend expenditures exceeding the original appropriations and set a public hearing for May 23, 2022.

Clerk Rogers presented the budget amendment and the process to setting a public hearing on the resolution. The earliest the council can take up the resolution is May 23, 2022.

Matt Giese moved to adopt a resolution providing an amendment of the Fiscal Year 2019-2020 budget to acknowledge unanticipated revenues and amend expenditures exceeding the original appropriations and set a public hearing for May 23, 2022. Carol Rasmussen seconded the motion. All voted in favor and motion carried.

c. Guidance from 2018 Audit Findings.

- i. Approve a council member to review monthly financials, utility receipts and make deposits to First Community Bank.

Mayor Romo discussed the audit findings with the council specifically the segregation of duties of the clerk and inspecting the books. Cora Norton brought it to the attention of the council that on page 66 it noted being able to advertise for a part time Utility Billing Clerk and wondered why this person was never hire. Mayor Romo stated currently there is no room in the budget to hire some one else.

Clerk Rogers stated a public records request was filled out for a paper trail in case any one in the public wants to know why Council members have access to their accounts.

Matt Giese moved to approve Carol Rasmussen to review monthly financials, utility receipts and make deposits at First Community Bank. Toby Romo seconded the motion. All voted in favor and motion carried. Nick Tester was absent.

d. FY 2022 Audit quote from Bob Denning.

Bob Denning from Denning, Downey and Associates, submitted a bid to do the FY 2022 audit in the amount \$ 12,500. Matt Giese moved to approve the audit quote from Denning, Downey and Associates for the Fiscal Year ending June 30, 2022 in the amount of \$12,500. Carol Rasmussen seconded the motion. All voted in favor and motion passed. Nick Tester was unavailable for the vote.

- e. County has approved to pay \$2750 to Alan Engelke to install a new curb stop and water service into the senior center. Currently there is no functioning curb stop, and no meter.

Mayor Romo discussed with the council the Aging Services has agreed to pay Alan Engelke \$2,750 to put in a new curb stop and water service to the Senior Center.

- f. Council advice on selling old water well house & lot on the corner of 6th & Clinton.

Mayor Romo asked if the council would consider selling the old water well house. Matt Giese suggested using it for a bulk water station.

- g. Mayor's authority to spend between meetings.

- i. If an issue arises that needs attention before the next council meeting, it would be beneficial, if the Mayor, with consent of the President of the Council, could approve expenditures. All expenditures would need to fall within the constraints of the Annual Budget.
Mayor Romo discussed with the council the Mayor's spending authority between meetings. The council discussed it and consented with the Mayor that he will check with the Council President before expending monies in emergency cases.

Carol Rasmussen moved to adjourn the meeting at 8:46 PM.

Attest:

Approved By:

Nikki Rogers, CMC
Clerk-Treasurer

Toby Romo
Mayor

RESOLUTION NUMBER XXX

A resolution of the Bainville Town Council providing an amendment of the Fiscal Year 2019-2020 budget to acknowledge unanticipated revenues and amend expenditures exceeding the original appropriations.

WHEREAS, the Town of Bainville, Montana adopted the Fiscal Year 2019-2020 budget on August 19, 2019, via Resolution #165: and

WHEREAS, the General Fund accounts and Gas Tax Apportionment (Fund #2820) need to be amended to cover unanticipated revenues, expenditures and transfers (see detail below); and

WHEREAS, the Town of Bainville is empowered under Sections 7-6-4006, 7-6-4012 and 7-6-4031, MCA to amend the fiscal year budget: and

WHEREAS, pursuant to Section 7-6-4021, MCA, the Town Clerk advertised this public hearing in the Community News on May 12, 2022 and May 19, 2022, as well as posted the notice on the Town's website and on the Town Hall window, at the Post Office, Smokeys Bar and Casino and at the Welcome Stop and

NOW, THEREFORE BE IT RESOLVED that the Bainville Town Council hereby appropriates and redistributes the following accounts and directs the Town Treasurer to make the following budget amendments in the form of decreases to the following funds and accounts for Fiscal Year 2019-2020 and increase the unanticipated revenues: See Exhibit A

PASSED AND ADOPTED this 23rd day of June, 2022.

ATTEST:

MAYOR:

Nikki Rogers, CMC-CMMC
Clerk-Treasurer

Toby Romo,
Mayor

Exhibit A

Expenses FY19-20 General Fund				
Account Number	Title	Budget Amount	Proposed Change	Ending Budget Amount
410000	General Government	\$ 161,400.00	\$ (48,600.00)	\$ 112,800.00
420000	Public Safety	\$ 32,600.00	\$ (2,000.00)	\$ 30,600.00
430000	Public Works	\$ 90,950.00	\$ (11,500.00)	\$ 79,450.00
440000	Public Health	\$ 10,000.00	\$ (8,000.00)	\$ 2,000.00
460000	Culture and Recreation	\$ 34,000.00	\$ (22,000.00)	\$ 12,000.00
470000	Housing and Community Development	\$ 10,000.00	\$ (10,000.00)	\$ -
520000	Other Financing Issues	\$ 20,000.00	\$ (19,000.00)	\$ 1,000.00
		\$ 358,950.00	\$ (121,100.00)	\$ 237,850.00

Revenue FY 19-20				
General Fund	<i>Unanticipated Revenue</i>	Budget Amount	Proposed Change	Ending Budget Amount
1000.311010	General Taxes	\$ 55,000.00	\$ 5,800.00	\$ 60,800.00
1000.335120	Gaming Revenue	\$ 7,500.00	\$ 430.00	\$ 8,330.00
1000.371020	General Investment	\$ 2,500.00	\$ 8,000.00	\$ 10,500.00
1000.351030	City Courts	\$ 1,500.00	\$ 350.00	\$ 1,850.00
1000.362000	Miscellaneous Revenue	\$ 200.00	\$ 1,050.00	\$ 1,250.00
	Total Amounts	\$ 66,700.00		\$ 82,730.00
		Total	\$ 15,630.00	

Exhibit A

<i>Expenses FY19-20 General Fund</i>			
1000.410100.370	\$ 2,000.00	Legislative	Travel
1000.410500.200	\$ 1,000.00	Financial Services	Supplies
1000.410500.310	\$ 1,000.00	Financial Services	Communications
1000.410500.330	\$ 500.00	Financial Services	Publicity
1000.410500.340	\$ 500.00	Financial Services	Utilities
1000.410500.370	\$ 1,500.00	Financial Services	Travel
1000.410500.380	\$ 500.00	Financial Services	Training
1000.410500.630	\$ 100.00	Financial Services	Fees
1000.410500.810	\$ 500.00	Financial Services	Losses
1000.410500.100	\$ 4,000.00	Financial Services	Personal Services
1000.410530.350	\$ 10,000.00	Audit	Professional Services
1000.411130.350	\$ 25,000.00	Counsel Services	Professional Services
1000.411200.940	\$ 2,000.00	Facilities Admin	Machinery & Equip
	\$ 48,600.00		
1000.420440.200	\$ 2,000.00	Fire Prevention	Supplies
1000.430263.200	\$ 10,000.00	Street Lighting	Supplies
1000.430900.350	\$ 500.00	Cemetery Services	Professional Services
1000.430900.360	\$ 1,000.00	Cemetery Services	Repair & Maintenance
1000.440700.200	\$ 8,000.00	Public Health	Supplies
1000.460400.100	\$ 4,000.00	Parks and Recreation	Personal Services
1000.460400.200	\$ 3,000.00	Parks and Recreation	Supplies
1000.460400.230	\$ 2,500.00	Parks and Recreation	Repair and Maintenance
1000.460400.350	\$ 500.00	Parks and Recreation	Professional Services
1000.460400.360	\$ 1,500.00	Parks and Recreation	Repair and Maintenance
1000.460449.200	\$ 500.00	Other Participant Recreation	Supplies
1000.470100.200	\$ 10,000.00	Housing	Supplies
1000.521000.820	\$ 19,000.00	Interfund Operating Transfer	Transfers to Other Funds
1000.460400.930	\$ 10,000.00	Parks and Recreation	Improvements
	\$ 72,500.00		

Exhibit A

<i>Expenses Gas Tax</i>				
2820		Budget Amount	Proposed Change	Ending Budget Amount
2820.430200.100	Personal Services	\$ 10,000.00	\$ (5,000.00)	\$ 5,000.00
2820.430200.200	Supplies	\$ 3,200.00	\$ (1,200.00)	\$ 2,000.00
2820.430200.230	Repair & Maintenance Supplies	\$ 4,500.00	\$ (3,000.00)	\$ 1,500.00
2820.430200.350	Professional Services	\$ 1,500.00	\$ (1,500.00)	\$ -
2820.430200.360	Repair & Maintenance Services	\$ 2,000.00	\$ -	\$ 2,000.00
2820.430200.510	Insurance	\$ 1,500.00	\$ 500.00	\$ 2,000.00
	Total Decrease in Budget to match revenue	\$ 22,700.00	\$ (10,200.00)	\$ 12,500.00

Town of Bainville - 024301

NON-LEVIED FUNDS - SUMMARY SCHEDULE

Fiscal Year: 2019 - 2020

Page No. _____

Fund #	Fund Name	(1)	(2)	(3)=(1)+(2)	(4)	(5)	(6)=(4)+(5)	
		Appropriation	Budgeted Cash Reserve	Total Requirements	Cash Available (Less current liabilities)	Total Non-Tax Revenues	Total Resources	Estimated Ending Cash Balance
2230	Ambulance	5000	6,329	11,329	10,829	500	11,329	6,329
2386	Oil Well Fund	30,000	38,139	68,139	62,139	6,000	68,139	38,139
2810	Police Reserve Training	7,000	7,557	14,557	14,057	500	14,557	7,557
2820	Gas Tax	12,500		12,500		12,500	12,500	0
2821	Gas Tax - HB#473 BARSAA	13,000	1,445	14,445	4,645	9,800	14,445	1,445
4000	Capital Improvement	0	52,080	52,080	32,080	20,000	52,080	52,080
5210	Water	223,350	36,076	259,426	98,526	160,900	259,426	36,076
5310	Sewer	109,050	188,110	297,160	200,660	96,500	297,160	188,110
5311	Sewer Impact Fees	0	154,980	154,980	147,630	7,350	154,980	154,980
5410	Solid Waste	61,150	12,600	73,750	23,750	50,000	73,750	12,600
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	TOTAL	461,050	497,316	958,366	594,316	364,050	958,366	497,316

***Total Revenues compared to Total Appropriations:**

(97,000)

*if negative appropriations exceed revenues

Total Requirements compared to Total Resources

0

*if other than zero budget is not balanced

Town of Bainville - 024301
TAX LEVY REQUIREMENTS SCHEDULE
NON-VOTED LEVIES

Assessed/Market Valuation:	
Taxable Valuation Less	293119
TIF Incremental Value:	_____
1 Mill Yields(10):	293

Fiscal Year: 2019 - 2020
Page No. _____

*Column (3) Total Requirements must equal Column (8) Total Resources

Fund #	Fund Name	(1)	(2)	(3) = (1) + (2)	(4)	(5)	(6) = (9) X (10)	(7) = (5) + (6)	(8) = (4) + (7)	(9) = (6) ÷ (10)	(11)=(4)-(1)+(7)
		Appropriations	Budgeted Cash Reserve	*should equal column (8) Total Requirements	Cash Available (Less current liabilities)	Non-Tax Revenues	Property Tax Revenues	Total Revenues	*should equal column (3) Total Resources	Mill Levy	Estimated Ending Cash Balance
1000	General Fund	243,750	68,988	312,738	169,957	77,450	65,331	142,781	312,738	222.88	68,988
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TOTAL		243,750	68,988	312,738	169,957	77,450	65,331	142,781	312,738	222.88	68,988

*Total Revenues compared to Total Appropriations: -100,969 *if negative, appropriations exceed the revenues

Total Requirements compared to Total Resources 0 *if other than zero budget is not balanced

NOTE: Budgeted Cash Reserves
Per MCA 7-6-4034

(a) a county's fund may not exceed one-third (33%) of the total amount appropriated and authorized to be spent from the fund during the current fiscal year; and
(b) a city's or town's fund may not exceed one-half (50%) of the total amount appropriated and authorized to be spent from the fund during the current fiscal year.

Office Use Only:
Permit # _____

Toby Romo
Mayor

Nikki Rogers, CMC-CMMC
Town Clerk

Town of Bainville

PO Box 92
Bainville, MT 59212
(406) 769-2621
council@townofbainville.com

Councilperson:
Matt Giese
Carol Rasmussen
Nick Tester

Application for Construction Permit Within city limits of the Town of Bainville

Date: 5/17/22 \$25/\$10 permit fee 25.00
paid/method
Name of Applicant: Zachary Dear Phone number: 530-391-7204
Mailing Address of applicant: P.O. Box 118
Nature of Permit: Shed
Location of Building: 202 Rhea Ave W #1
Legal Description: Lot _____ Block _____ Addition: _____

The following information is to be provided with this application before a building permit for a new structure or addition to an existing structure may be obtained.

1. ☒ SITE PLAN: plan should show:

- A. ☒ Property Lines, show location of pins
B. ☒ Street & Alley right-of-way
C. ☒ Exterior dimensions of building
D. ☒ Set backs (distances) from property lines to building roof overhang

2. _____ Contractor:

- A. Proof of Montana Contractor License Yes _____ No _____
B. Proof of Liability Insurance Yes _____ No _____
C. Proof of Worker's Compensation Coverage Yes _____ No _____
D. State Plumber Permit (required) Yes _____ No N/A
E. State Electrical Permit (required) Yes _____ No N/A

F. As the homeowner, it is your responsibility to ask for the above items; if the contractor does not have the above insurances or permits, you become responsible for "on the job" accidents.

* Please see page 3 of
included paperwork for
shed snow + wind load

3. _____ Sanitary Sewer & Water Service:

- A. Will this connection require a new water connection? Yes _____ No ☒
B. Will this connection require a new sewer connection? Yes _____ No ☒

If yes to sewer connection, impact fee of \$7030.00 plus 5% admin fee of \$351.50 per unit required before approval of permit.

4. _____ Flood Zone:

Is this site in a flood zone? Yes _____ No ☒

5. _____ Review: Review by the Bainville Town Council is required.

All projects are subject to inspection by Town designated representative.

Signature [Signature]
Property Owner/Applicant

Projected completion date June 3rd, 2022

Mayor: _____

Permit # _____

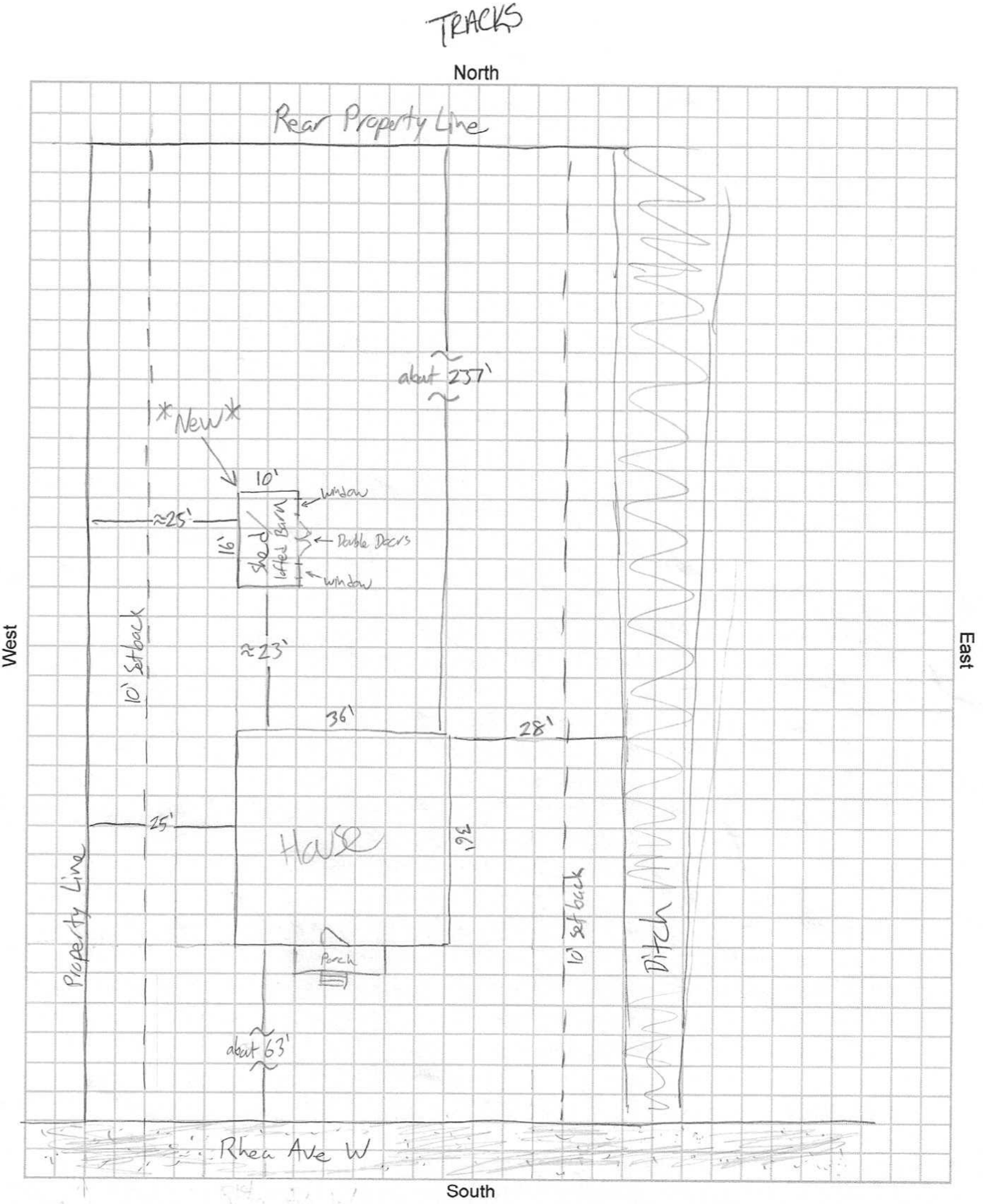
Approved: _____
Yes/no, date

Denied: _____
Yes/no, date

Permits will not be approved until fees are paid.

Impact fee amount \$7381.50 x _____ units \$ _____ check # _____

Please include property lines and appropriate set backs



Old Hickory Sheds

Product info: (615) 890-8075
www.oldhickorysheds.com



Date: 05/15/2022

Salesperson: Ashley Fields

Border States Sales
Authorized Montana dealer
610 W. Holly St.
Sidney, MT 59270
406-480-4300

Purchase Type: **ON LOT NEW**Building Type: **Lofted Barn**Size: **10X16**Order Number: **425371**Delivery Driver: **Ty Jantz**Inventory #**WSLBX-G654-1016-110920-F**

*Revisions on Custom Orders subject to fee, see below for details

All Sizes Nominal *12' wide and above measured eave to eave* *7' & 8'
Tall Walls Measured on Outside*

NOTES/COMMENTS

Dealer Discount Reason: Inventory Reduction

Customer Name

(Name must match ID)

Zachary DearDelivery Address: ***202 Rhea Ave W Apt 1**(City) **Bainville** (State) **MT** (Zip) **59212**(County) **Roosevelt**Primary Phone: **(530) 391-7204**

Cell Phone:

Work Phone:

Mailing Address: **PO Box 118**

City:

Bainville

State:

MT

ZIP:

59212

Email:

zak5990@gmail.com

Cash Sale *Checks payable to:
Old Hickory Sheds, LLC*

	Amount
Sales Price	\$6,695.00
Option Cost	\$455.00
Discount	\$920.00
Building Materials Surcharge	\$0.00
Total (Pre-Tax)	\$6,230.00
Tax	\$0.00
Total Cost	\$6,230.00
Total Payment	\$623.00
Discount ADD BACK if NOT Paid by Cash	\$0.00
Amount Received	\$623.00
Balance Due	\$5,607.00

Date	Type	Status	Amount	CCType	CCAAuth
05/15/2022	New Credit	Success	\$623.00	N/A	N/A

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or driver can supply concrete blocks for \$3.50 each. In very rare cases, underground footers may be required by local building codes. Old Hickory Sheds does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$3.00/mile (8ft & 10ft wide) or \$3.50/mile (12ft wide) or \$4.50/mile (14ft & 16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. * A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

Customer expressly agrees to be bound by the terms, conditions, and warranties set forth above and on the following pages.
CUSTOMER UNDERSTANDS THAT ALL CHECKS GIVEN TO DEALER SHOULD BE PAYABLE TO OLD HICKORY SHEDS, LLC OR THIS TRANSACTION IS VOID. NO CREDIT WILL BE GIVEN FOR CHECKS MADE TO ANY OTHER PARTY. FOR RENTAL ORDERS, SUBSEQUENT RENTAL PAYMENTS SHOULD BE MAILED TO THE RENTAL COMPANY.

DD:\$920.00

Customer Signature:



On behalf of Old Hickory Sheds, LLC, we would like to thank you for purchasing or renting to own one of our buildings. We hope you enjoy your building for many years to come.

If the building is on the sales lot, it should usually be delivered within the next 5 weekdays, weather permitting. If it is a special order it should usually be delivered within the next 10-15 days, weather permitting. Please give the delivery person 3 days to call if your building is on the lot, and 10 days to call if the building is a special order. In the unlikely event that your driver has not called within this amount of time, feel free to call them at the number below. If you do not receive a return call from the delivery person within 24 hours, please call our office.

** Peak season and poor weather conditions can add extra days on to the normal delivery time. Painted buildings and custom metal colors take a week longer. Please see brochure for details.*

Your delivery driver: Ty Jantz

Phone: 620-846-0848

If you are renting to own the building, please contact your rental company directly at the phone number identified below for any and all rental payment questions including any questions related to final payoff amounts or 90 days same as cash payoff amounts. Please do not contact your dealer or the Old Hickory Sheds, LLC corporate office for payment questions. Your monthly rental payments are not accepted by Old Hickory Sheds, LLC. All payments must be sent directly to your rental company. The name and address of your rental company is on your rental agreement.

Your Rental Company:

Phone:

Again, thank you for your business. If we can be of any help to you, please contact us.

Old Hickory Sheds, LLC
P O Box 331973
Murfreesboro, TN 37133
Phone: 615-890-8075

Old Hickory Sheds, LLC - ORDER SHEET

Please send along with work order and terms and conditions - Order Number: 425371

Sales Lot Border States Sales Date 05/15/2022
 Customer Name Zachary Dear Bldg Type/Size Lofted Barn 10X16

Customer Name: Zachary Dear
 Delivery Address: *202 Rhea Ave W Apt 1
 Delivery Address: *202 Rhea Ave W Apt 1
 (City) Bainville (State) MT (Zip) 59212
 (County) Roosevelt
 Primary Phone: (530) 391-7204
 Cell Phone: _____
 Work Phone: _____

Delivery Directions/Instructions:

UNLESS OTHERWISE
 NOTATED, CUSTOMER HAS SNOW LOAD:
 VERIFIED THEIR LOCAL 30 PSF/105mph Wind Rating (Utility)
 REQUIREMENTS, AND 60 PSF/105 mph Wind Rating (Lofted Barn)
 CUSTOMER VERIFIES THAT
 THE SNOW LOAD AND
 WIND RATING SHOWN
 HERE MATCHES OR
 EXCEEDS THE
 CUSTOMER'S LOCAL
 REQUIREMENTS

Customer Signature: _____

Customer agrees that the above information is accurate; changes will be subject to fee.

Old Hickory Sheds, LLC - Additional Terms, Conditions, and Warranties

Please send along with work order and delivery sheet - Order Number: 425371

Sales Lot	Border States Sales	Date	05/15/2022
Customer Name	Zachary Dear	Bldg Type/Size	Lofted Barn 10X16

Additional Terms, Conditions and Warranties

- 1. SALE IS NOT FINAL.** This Agreement is subject to approval and execution by the corporate office of Old Hickory Sheds, LLC ("Old Hickory"). Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.
- 2. LIMITED WARRANTY.** Customer will receive a limited five-year warranty. The details of this warranty can be found online at www.OLDHICKORYSHEDS.COM. Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.
- 3. DELIVERY AND SETUP.** Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.
- 4. LIMITATIONS.** Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.
- 5. PAYMENT.** Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.
- 6. CANCELLATIONS AND REFUNDS.** If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, Customer's sole recourse is to file a warranty claim.
- 7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL.** Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.
- 8. REPRESENTATIONS AND WARRANTIES.** Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.
- 9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.
- 10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION.** Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.

Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.